

RECD IN PRO SE OFFICE
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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

MOHAMED ROSHAN,
Plaintiff,

v.

CAPITAL ONE FINANCIAL CORP.,
Defendant.

Case No. 1:25-cv-02653-RER-JAM

MOTION FOR LEAVE TO FILE AMENDED COMPLAINT

Plaintiff Mohamed Roshan, appearing pro se, respectfully moves this Court for leave to file an Amended Complaint pursuant to Rule 15(a)(2) of the Federal Rules of Civil Procedure.

Plaintiff seeks leave to amend the Complaint to assert legally recognized claims and to remove references to legal theories that may not be actionable under current federal law. The proposed amended complaint clarifies the factual allegations and asserts valid causes of action under the Equal Credit Opportunity Act (ECOA), the Fair Credit Reporting Act (FCRA), and for breach of contract.

This request is made in good faith and not for the purposes of delay. No trial date has been set, and Defendant will not be prejudiced by the amendment. Therefore, Plaintiff respectfully requests that the Court grant leave to file the attached Proposed First Amended Complaint.

Dated: July 16, 2025

Respectfully submitted,

/s/ Mohamed Roshan
Mohamed Roshan, Pro Se
210-20 Hillside Avenue
Queens Village, NY 11427
Phone: (347) 553-8886
Email: Mohamedroshan10019@yahoo.com

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

MOHAMED ROSHAN,
Plaintiff,

v.

CAPITAL ONE FINANCIAL CORP.,
Defendant.

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PROPOSED FIRST AMENDED COMPLAINT

Plaintiff Mohamed Roshan, appearing pro se, respectfully files this Amended Complaint against Defendant Capital One Financial Corp. and alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves federal questions arising under the Equal Credit Opportunity Act (ECOA), the Fair Credit Reporting Act (FCRA), and the Consumer Credit Protection Act.
2. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in this District.

II. PARTIES

3. Plaintiff Mohamed Roshan is a resident of Queens, New York and maintains the accounts that are the subject of this complaint.
4. Defendant Capital One Financial Corp. is a financial institution headquartered in McLean, Virginia, operating nationwide, including in New York.

III. FACTUAL BACKGROUND

5. Plaintiff maintained two credit card accounts with Capital One ending in x6315 and x8727.
6. In or around 2023, Capital One closed both accounts without providing sufficient explanation or proper notice.
7. Plaintiff made all payments as required, including from a valid Capital One checking account.
8. Despite timely payments, Capital One refused Plaintiff's efforts to satisfy the accounts and reported derogatory information to credit agencies.

9. These actions caused damage to Plaintiff's credit score, denied him access to credit, and resulted in emotional distress.

IV. CLAIMS FOR RELIEF

COUNT I – VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT (ECOA)

- 10. Plaintiff realleges and incorporates by reference the foregoing paragraphs.
- 11. Defendant is a creditor under the ECOA.
- 12. Plaintiff, as a credit applicant, was denied continued access to credit without a clear, legitimate reason.
- 13. Defendant's actions amount to discrimination in credit denial, in violation of 15 U.S.C. § 1691 et seq.

COUNT II – VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA)

- 14. Plaintiff realleges and incorporates by reference the foregoing paragraphs.
- 15. Defendant furnished false or inaccurate information about Plaintiff's account to credit bureaus.
- 16. Defendant failed to reasonably investigate Plaintiff's disputes of such information.
- 17. Defendant's actions violated 15 U.S.C. § 1681s-2.

COUNT III – BREACH OF CONTRACT

- 18. Plaintiff realleges and incorporates by reference the foregoing paragraphs.
- 19. Plaintiff and Defendant entered into a valid credit card agreement.
- 20. Plaintiff met all material obligations under the agreement.
- 21. Defendant materially breached the contract by unjustifiably closing the accounts and reporting negative activity.
- 22. As a result, Plaintiff suffered financial and emotional harm.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Order Defendant to reinstate Plaintiff's credit accounts;
- B. Award Plaintiff damages of \$1,952 for improper payments and restitution;
- C. Award Plaintiff compensatory damages for emotional distress;
- D. Award punitive damages and attorneys' fees (if applicable);
- E. Grant such other and further relief as the Court deems just and proper.

VI. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 16, 2025

Respectfully submitted,

/s/ Mohamed Roshan

Mohamed Roshan, Pro Se
210-20 Hillside Avenue
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Email: Mohamedroshan10019@yahoo.com

A handwritten signature in black ink, appearing to read "Mohamed Roshan", written over a horizontal line.